Please delete where applicable –

1. This Judgment ~~/ Grounds of Decision~~ ~~DOES /~~ DOES NOT need redaction.
2. Redaction ~~HAS /~~ HAS NOT been done.

DISTRICT JUDGE
SIM MEI LING
11 August 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 95

Magistrate's Court Originating Claim No 6907 of 2025

Between

Erwin Chong Xue Yoong

… *Claimant*

And

Chua Yan Suan, Samantha
(Cai Yanxiang)

… *Defendant*

JUDGMENT

[Restitution] — [Unjust enrichment]
[Tort] — [Fraudulent misrepresentation]
[Tort] — [Negligent misrepresentation]
[Trust] — [Constructive trust]

[Trust] — [Resulting trust]

TABLE OF CONTENTS

This judgment/GD is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Erwin Chong Xue Yoong
v
Chua Yan Suan, Samantha (Cai Yanxiang)

[2026] SGMC 95

Magistrate's Court Originating Claim No 6907 of 2025
District Judge Sim Mei Ling
3 July 2026, 17 July 2026

11 August 2026 Judgment reserved.

District Judge Sim Mei Ling:

Introduction

1 The claimant is a content creator working under the brand name "OneRicePlease". The defendant is the sole shareholder and director of Waga Waga Pte Ltd ("WWPL"), a company engaged in the café business.

2 The present dispute arose out of a joint venture to set up a mobile coffee cart business under the "Waga Waga" brand.

Agreed facts

3 The following facts are agreed between the parties.[1]

[1] Agreed Statement of Facts dated 9 March 2026.

4 Sometime in December 2024, the defendant issued a business/investment proposal to the claimant via email.

5 On 31 December 2024, the defendant emailed the claimant, acknowledging the claimant's willingness to invest $50,000, and representing that: (1) parties would form a new company (the "JV Co") where the defendant would bring in the brand assets while the claimant provided the S$50,000 investment; and (2) the shareholding breakdown would be mutually agreed upon (the "Representations").

6 On 20 January 2025, the claimant and WWPL entered into an agreement stating that upon the claimant's investment of $50,000, the claimant would be issued with shares in the JV Co (the "Agreement").[2]

7 The claimant transferred $50,000 into the defendant's personal account on 25 January 2025.

8 On 10 May 2025, the claimant gave written notice of termination of the Agreement.[3]

9 To date, no JV Co has been incorporated, and no new shares in such company have been issued to the claimant or the defendant.

10 The defendant has not accounted for or repaid the claimant the $50,000.

---

[2] Set Down Bundle ("SDB") 61 – 66.

[3] SDB 79.

The present proceedings

11 The claimant commenced these proceedings to recover the $50,000. He claimed that the defendant is liable to make restitution of this sum as she has been unjustly enriched, as the events outlined in the Representations have not materialised. Alternatively, the defendant holds the $50,000 on resulting and/or constructive trust for the claimant; alternatively, is liable for damages for fraudulent or negligent misrepresentation.

12 The defendant's case, in summary, is as follows. She claimed that she is not a proper party to these proceedings because the only parties to the Agreement were WWPL and the claimant[4]. She also took the position that there was no unjust enrichment as the $50,000 was spent on the business which would be held by the JV Co.[5] She did not hold the money on resulting trust as the claimant transferred the $50,000 intending for it to be spent on the JV Co's business.[6] For the same reason, she argued that no constructive trust should be imposed.[7] She also denied that there were any false representations or that the claimant was thereby induced to enter into the Agreement.[8]

13 I deal first with the defendant's preliminary objection that she was not a proper party to these proceedings, before dealing with each of the pleaded causes of action in turn.

[4] Defence, [4(c)].

[5] Defence, [13].

[6] Defence, [15].

[7] Defence, [16].

[8] The defendant's opening statement, [23] – [24]; Defence, [17].

Whether the defendant is a proper party

14 The defendant did not apply to strike out the claim but maintained this argument at trial.

15 I find that the present claim was properly commenced against the defendant. The claimant is not asserting a contractual claim. Instead, his pleaded causes of action were unjust enrichment, resulting/constructive trust, and fraudulent/negligent misrepresentation. These were on the basis that the $50,000 was transferred to the defendant's personal bank account, and that the Representations had been made by her. Hence, whether the Agreement was only between the claimant and WWPL, or if the defendant was also a party to the Agreement, is irrelevant.

16 In any event, I find that the defendant was also a party to the Agreement.

17 Under the heading "Parties", these were identified as WWPL as well as "the persons whose names and addresses are set out in part 1 of Schedule 1". Both the claimant's and the defendant's names were listed under Schedule 1 and were referred to as "the Investors".

18 Further, the purpose of the Agreement was to set out the conditions of the joint venture between the claimant and the defendant. It provided that upon the claimant's injection of $50,000, new ordinary shares in a new company, referred to as "ABC CO" shall be issued – 25% to the claimant and 75% to the defendant. The Agreement also set out the defendant's obligations, to be responsible for the overall direction, supervision and management of "ABC CO", for determining the composition of the Board and on all corporate decisions (at paragraph 1 (c)).

19 The above finding is also supported by the defendant's email dated 31 December 2024, stating that parties would form a new company where "[the defendant] will bring in brand assets while [the claimant] provide the $50,000 investment.[9] In the defendant's email dated 11 April 2025 to Pace Professional Management Pte Ltd ("Pace"), a corporate secretarial firm, she asked that Pace proceed with the incorporation of Waga Waga Café Pte Ltd in line with the Agreement, which she described as being "between myself (Samantha Chua, sole owner of the Waga Waga brand) and [the claimant]."[10]

20 I next proceed to consider whether each of the causes of action pleaded by the claimant have been made out.

Unjust enrichment

21 The claimant pleaded that the defendant has been enriched in the sum of $50,000 at the claimant's expense. The claimant pleaded that the enrichment was unjust because there has been a total failure of the basis of the transfer, as the JV Co has not been incorporated, the claimant was not issued with any shares in the JV Co and the defendant has failed to account for the $50,000 or pay back any portion of the said sum. [11]

22 A claim in unjust enrichment has three elements: (1) enrichment of the defendant; (2) the same being at the expense of the claimant; and (3) the presence of an unjust factor: *Benzline Auto Pte Ltd v Supercars Lorinser Pte Ltd* [2018] 1 SLR 239; ("*Benzline*") at [45]. One such unjust factor would be a total failure of basis or consideration – the court has to determine the basis for

[9] SDB 58.

[10] SDB 77.

[11] Statement of Claim ("SOC"), [10], [13].

the transfer and whether that basis has failed: *Benzline* at [46]. The prevailing position is that the failure must be total and cannot be partial (*Benzline* at [53]).

Was the defendant enriched at the claimant's expense

23 There is in evidence a screenshot showing that the sum of $50,000 was transferred to the defendant's personal account. [12] The evidential burden therefore shifted to the defendant to adduce some evidence in rebuttal.

24 The defendant did not dispute receiving the $50,000. However, she claimed that she merely received it on behalf of WWPL. She had informed the claimant that WWPL's bank accounts had been temporarily frozen, and the claimant agreed to make the transfer to her personal bank account to facilitate/accommodate the expeditious setting up of the business, such as paying suppliers and vendors.[13] She also claimed that the entire sum had been used for setting up the JV Co's business.

25 The claimant denied having been informed of any such freeze.

26 I am not convinced by the defendant's account.

27 First, there was no evidence of the alleged freeze on WWPL's account, or even if there was such a freeze, that the defendant had informed the claimant of this.

28 In the defendant's email of 20 January 2025[14], she had asked for the transfer and provided her personal bank details. No reasons were given for why

[12] SDB 691.

[13] Defence, [6(d)].

[14] SDB 60.

the transfer had to be made to her personal bank account, much less any reference to an alleged freeze of WWPL's accounts. The defendant agreed under cross-examination that there was nothing in the record showing that she had informed the claimant of the freeze either in writing or verbally.

29 Secondly, the defendant has also not proven that the $50,000 (or any part thereof) was used for setting up the JV Co's business.

30 Parties disputed whether the counter which was set up at the New Art Museum ("NAM") was the defendant's own personal project or that of the JV Co.

31 The claimant said that the counter at NAM counter was the defendant's own initiative and not a JV Co venture, and that he merely supported the defendant's event at NAM because it would be using the "Waga Waga" brand name which the JV Co would be leveraging, and because he believed that the defendant could be a long-term business partner. [15]

32 I am not convinced by the claimant's attempt to distance himself from the operations at NAM. I accept that the claimant's evidence that parties' original understanding was that the JV Co's business would involve the use of a mobile stand out of which beverages would be sold.[16] The defendant had also taken the position in her 31 December 2024 email that they would be delving into the "coffee cart setup for upcoming pop-ups and events". [17]

[15] The claimant's AEIC, [34], [40] – [42].

[16] The claimant's AEIC, [17].

[17] SDB 58.

33 However, the WhatsApp messages between the claimant, his wife, and the defendant, show that the claimant and his wife had in fact taken on an active role in respect of the operations at NAM and the 2 events held there on 5 April and 7 May 2025.[18] Moreover, when the defendant set out the expenses allegedly incurred in respect of the operations at NAM in her email to Pace dated 11 April 2025, the claimant in his WhatsApp message of the same date, did not seek to disclaim these as having nothing to do with the JV Co, but only took issue with the quantum of costs, and contended that they should not be fully attributed to the JV Co.[19]

34 Nevertheless, the defendant has produced no satisfactory evidence for how much was spent on NAM's operations (or the JV Co's business generally) and whether any of these expenses were paid for using the claimant's $50,000. It should be noted that the defendant was also a director/shareholder in other companies in the food and beverage business, which included WWPL and WW Lab Pte Ltd.

35 In her affidavit of evidence-in-chief ("AEIC"), the defendant claimed that because the JV Co was not yet incorporated, its business temporarily operated out of 18 Robinson Road under WW Lab Pte Ltd, which held the requisite food and beverage licenses. According to her, the $50,000 went towards payment for a list of items which the claimant and his wife had agreed to, being[20]:

(a) The construction of a customized mobile coffee cart;

[18] SDB 199 – 200;SDB 258 – 259 -261, 274 – 276, 278 – 282; SDB 308 – 310; SDB 322 – 326.

[19] SDB 90 – 91.

[20] The defendant's AEIC, [18].

(b) Custom-printed packaging (e.g., coffee cups, branded boxes) and disposable items;

(c) Essential operational equipment; and

(d) Deposits for utilities and rental for the premises at NAM.

36 However, what she annexed to her AEIC, which she described as the "relevant invoices and receipts detailing these expenses" were instead the following invoices amounting to $54,520[21]:

(a) An invoice issued by Pace for $1,110, for amongst other things, "preparation of documents in relation to incorporation of the Company", billed to one "WWM Pte Ltd"[22];

(b) An invoice for supplying and installing modular coffee stand etc for $13,080, billed to one "Waga Waga Lab"[23];

(c) An invoice for supplying and installing full café build up at 18 Robinson Road for $21,800, billed to "Waga Waga Lab"[24]; and

(d) An invoice for supplying and installing lights, fixtures, structures at 18 Robinson Road for $18,530, billed to "Waga Waga Lab"[25].

37 The invoices annexed to her AEIC are therefore not consistent with her own description of the alleged expenses. Notably, even though she asserted in

---

[21] The defendant's AEIC, Tab 3.

[22] SDB 70.

[23] SDB 71 – 72.

[24] SDB 73 – 74.

[25] SDB 75 – 76.

her AEIC that part of the $50,000 was used towards paying rental and utilities for NAM, none of the invoices produced relate to this. Pace's invoice was also not one of the expenses which she described in her AEIC.

38 It is also unclear who the purported invoices were billed to. An ACRA search on the defendant does not show "WWM Pte Ltd" and "Waga Waga Lab" as entities owned by the defendant.[26] On the stand, she claimed that "WWM" referred to the JV Co, whereas "Waga Waga Lab" referred to WW Lab Pte Ltd. There is however no evidence which would show the entity/ies that paid these invoices (if at all), or that any part of the $50,000 transferred to her personal account was in fact applied towards these invoices.

39 I note that in the defendant's AEIC, she also claimed that the total sums paid to suppliers, vendors and employees to set up the JV Co's business were actually in excess of $50,000, with additional sums borne by WWPL.[27] She did not provide any actual figures or documents to support this assertion.

40 Additionally, the defendant's account in her AEIC of how the $50,000 was purportedly spent is also inconsistent with her earlier position in her email to Pace dated 11 April 2025. There, she claimed that the JV Co incurred expenses totalling $49,410. [28] These were listed instead as:

(a) Licensing & Setup Fee - $10,000

(b) Construction Cost (NAM Build-up) $20,000

(c) Management Fees (Feb – Apr) - $15,000

---

[26] SDB 38 – 49.

[27] The defendant's AEIC, [18].

[28] SDB 77 – 78.

(d) New Hire – Regina (from Apr) - $3,300

(e) Pace Incorporation & Secretary Fees - $1,110

41 The defendant agreed under cross-examination that the amounts in her email to Pace were different from the amounts alleged in her AEIC. She has not given a satisfactory explanation for the difference.

42 Further, even if the claimant's $50,000 was used to set up the JV Co's business, there would have been some revenue generated at the very least, which should be set off against any alleged expenses.

43 The QR code affixed to the counter at NAM was that of Black Cow, an entity owned by the defendant.[29] The defendant has not sought to challenge the claimant's assertion that payments for beverages at the NAM counter have been, and will likely continue to be, made to one of the defendant's entities.[30] There was also an event held at NAM on 7 May 2025 for a client, VML Agency. The claimant agreed that payment could be made to a current account held by another of the defendant's companies as the JV Co had no bank account yet.[31] However, the defendant has not accounted for any of the revenue received.

44 I therefore find that the defendant has been enriched in the sum of $50,000 at the expense of the claimant.

[29] SDB 88 – 89.

[30] The claimant's AEIC, [53(b)].

[31] SDB 313 – 314.

Was there a total failure of consideration

45 I now deal with whether there is an unjust factor, which the claimant identified as a total failure of the basis of the transfer of $50,000.

46 I find that the object of the claimant's transfer was: (1) for the funds to be used towards operationalising the JV Co's business; and (2) for the claimant to acquire 25% shares in the JV Co in exchange.

47 The Agreement provided that upon the claimant's injection of $50,000, he would be awarded new ordinary shares in the JV Co, which was set out as 25% in Schedule 4.

48 While the Agreement did not specify what the $50,000 would be used for, prior to the transfer, the claimant was informed by the defendant that the transfer had to be made, while a company bank account was being set up, to facilitate next steps. The defendant said that the funds would be used to cover initial setup costs and enable parties to move forward with operational preparations.[32] The defendant agreed on the stand that the purpose of the transfer was to set up the JV Co.

49 In my view, the basis of the transfer has totally failed.

50 First, the defendant has failed to prove that the $50,000 or any part thereof had been used on the business of the JV Co (see [29] – [43] above).

51 Secondly, it is not disputed that no JV Co was incorporated, and no shares issued to the claimant. I am not persuaded by the defendant's assertion

[32] SDB 60.

that this was because the claimant failed to furnish documentation for incorporation and/or decide on a name for the JV Co.

52 Contrary to the defendant's claim that she was engaged in "extensive correspondence" with Pace between February and May 2025[33], in evidence are only 11 WhatsApp messages which the defendant exchanged with a Pace representative on 6 February 2025[34] and an email she sent Pace on 11 April 2025.[35]

53 In the WhatsApp exchanges on 6 February 2025, the defendant said she wanted to engage Pace to incorporate "WWM Pte Ltd" and asked what was required. One Aziel then responded to ask for an email address so that he could send the incorporation form, which the defendant provided. Pace then issued an invoice on 10 February 2025 for various items, which included "preparation of documents in relation to incorporation of the Company".

54 There were no further correspondence between Pace and the defendant until the defendant's email of 11 April 2025 asking that Pace proceed with the incorporation of "Waga Waga Café Pte Ltd".[36]

55 On the stand, the defendant agreed that it was laughable to describe these as extensive correspondence.

56 There is no evidence that reminders had been sent to the claimant for allegedly outstanding documents. The defendant only referred to 2 messages

---

[33] The defendant's AEIC, [15]; Defence, [6(e) – (f)].

[34] SDB 331.

[35] SDB 77.

[36] SDB 77.

that were only sent in April/May 2025. Even then, these were not reminders sent to the claimant. The first was a WhatsApp message from the claimant's wife to the defendant on 25 April 2025, where she appeared to summarise their call, and stated that "Erwin will follow up with Pace to submit any outstanding documents required". [37] The second was a WhatsApp message from the claimant on 7 May 2025, where he appeared to summarise a discussion with the defendant, and stated that "*Erwin:* - follow up with Pace on some clarifications regarding the shareholder (what does the equity split affect)…send Pace the revised JV". [38]

57 It is not entirely clear what these allegedly outstanding documents were, whether these were documents that only the claimant could provide, if they were necessary for incorporating the JV Co, or if they had been outstanding / asked of the claimant since February 2025. In this regard, the claimant had sent the defendant a WhatsApp message on 5 May 2025 asking for clarification on "what needs to be done on our end, because based on the last email sent, it was just about their payment." [39] This would suggest that the claimant had not been made aware that there were any documents needed from him for the incorporation to take place.

58 There has therefore been a total failure of the basis of the transfer of $50,000.

[37] SDB 102.

[38] SDB 121.

[39] SDB 145.

Change of position defence

59 The defendant had relied on the defence of change of position in her opening statement. This occurs where a defendant has changed his position in good faith, such that it would result in an injustice if he were required to repay the money he received: *Wee Chiaw Sek Anna v Ng Li-Ann Genevieve* [2013] 3 SLR 801 at [137]; *Lipkin Gorman (a firm) v Karpnale Ltd* [1991] 2 AC 548. The defendant had argued that she did not retain the $50,000 but disbursed it on expenses for the JV Co's business, with the claimant's knowledge and agreement.

60 Other than the fact that it was not pleaded, the defendant has not proven that the full $50,000 had been spent on the JV Co (see [29] – [43] above).

61 It is also not clear if the claimant had been informed of the expenses prior to them being incurred. The claimant said that while he did not make formal objections as to how the set-up capital was being used, he was not informed how much was being spent. The defendant has not pointed to any specific instances where she allegedly informed the claimant of the expenditures to be made.

62 The change of position defence therefore fails.

63 As the claimant has succeeded in his claim in unjust enrichment, there is no need for me to consider the other causes of action. I will however briefly deal with them.

Resulting trust

64 The claimant pleaded that the defendant held $50,000 on resulting trust for him.

65 A resulting trust arises where there is a transfer from one to another and in circumstances where the transfer was not intended to benefit the recipient: *Lau Siew Kim v Yeo Guan Chye Terence and another* [2008] 2 SLR(R) 108 at [35].

66 The evidence as to the claimant's actual intention in transferring the $50,000 to the defendant is clear. It was for the defendant to use this sum towards operationalising the JV Co's business, and the claimant would acquire 25% shares in the JV Co in exchange (see [46] – [48] above).

67 The claimant therefore intended to pass legal and beneficial ownership of the $50,000.

68 In the circumstances, no resulting trust arises.

Constructive trust

69 The claimant pleaded that the defendant held the sum of $50,000 on constructive trust for him, and that it was unconscionable for the defendant to continue retaining the $50,000 as the transfer was procured by Representations which were false.[40]

70 In submissions, the claimant argued that a remedial constructive trust had arisen, relying on *Ching Mun Fong v Liew Cho Chit* [2001] 1 SLR(R) 856 at [34] – [36]. This arises where the court imposes a constructive trust on assets which are not subject to any pre-existing trust, as a means of granting equitable relief in a case where it considers it just that restitution should be made. This is

[40] SOC, [15].

a restitutionary remedy and for it to arise, the payee's conscience must have been affected, while the money in question still remains with him.

71 For the reasons below, while I find that the Representations were made, these were not made falsely. As such, the pleaded basis of unconscionability has not been made out.

Fraudulent misrepresentation

72 To prove that a defendant has committed the tort of fraudulent misrepresentation, a claimant must prove that: (1) the defendant made a representation of fact; (2) the representation was made with the intention that the claimant would act on it; (3) the claimant did act on it; (4) the claimant suffered damage by acting on it; and (5) the defendant made the representation either knowing it to be false or without any genuine belief in its truth: *Panatron Pte Ltd and another v Lee Cheow Lee and another* [2001] 2 SLR(R) 435 ("*Panatron*") at [14].

73 The claimant asserted that the Representations were false in that no "ABC CO" or JV Co has been incorporated to date. [41] The claimant also pleaded that the defendant made the Representations falsely and/or with no genuine intention to cause any "ABC CO" to be incorporated or for shares therein to be issued to the claimant, to induce the claimant into transferring to her the sum of S$50,000; and that the claimant, to his detriment, relied on the Representations in transferring S$50,000 and executing the Agreement which the defendant never had any genuine intention to cause WWPL to perform.[42]

---

[41] SOC, [5].

[42] SOC, [16].

74 The defendant accepted that the Representations were made. I accept that the elements of inducement and reliance were made out. A claimant only needs to show that the misrepresentation had played a real and substantial part and operated in his mind; he need not prove that the misrepresentation was the sole inducement for him to act: *Panatron* at [23].

75 The defendant argued in her opening statement that the claimant was not induced by the Representations because of the existence of an entire agreement clause in the Agreement.[43] This provided:

> This Letter sets out all of our understanding regarding its subject matter. It supersedes any prior agreements and communication on this subject.

76 However, the Representations were consistent with the terms of the Agreement. Further, there was no other reason for the claimant to have transferred the $50,000 to the defendant, other than to set up the JV Co (see [46] – [48] above).

77 The element of damage has also been satisfied as the claimant was out of pocket for $50,000 but has not received any shares in the JV Co.

78 Nevertheless, the claimant has not satisfied the requirement that the defendant made the Representations knowing them to be false or without any genuine belief in their truth.

79 The claimant submitted that the defendant did not genuinely intend for the JV Co to be incorporated and for shares to be issued to the claimant. He said that her limited attempts to incorporate the JV Co were part of a calculated attempt to give the false impression that she was interested in incorporating the

[43] The defendant's opening statement, [24].

JV Co. He argued that it was unbelievable that the defendant, who is an experienced businessperson, could not take the time to get the JV Co incorporated.

80 I accept that it was not the claimant who prevented the incorporation from taking place, and the evidence showed limited attempts by the defendant to incorporate the JV Co (see [51] – [57] above). However, this did not, in my view, give rise to the inference that the defendant did not have any genuine intention of incorporating the JV Co when she made the Representations.

81 I note that between the signing of the Agreement and the claimant's purported termination, only less than 4 months had elapsed. There were at least some steps taken by the defendant towards incorporation. Further, the parties were occupied in extensive discussions on various ventures, such as the construction of a mobile cart[44] and operating a counter at NAM[45]. The mobile cart was delivered 20 February and set up by 26 February 2025[46], though it had not been used.[47] Parties had also collaborated on a launch event held at NAM on 5 April 2025[48] and for a client event at NAM on 7 May 2025.[49] It was therefore not a case that nothing at all was being done.

82 For these reasons, the claim in fraudulent misrepresentation fails.

[44] For example, SDB 149 -152.

[45] SDB 258 – 259 -261, 274 – 276, 278 – 282.

[46] Ms Conceicao Natasha Leah's AEIC, [10(d) –(f)].

[47] The claimant's AEIC, [28] – [29], [35] – [41], [53(a)].

[48] SDB 199 – 200.

[49] SDB 308 – 310; SDB 322 – 326.

Negligent misrepresentation

83 To succeed in the tort of negligent misrepresentation, a claimant must prove that: (1) the defendant made a false representation of fact, (2) the representation induced actual reliance; (3) the defendant owed the claimant a duty to take reasonable care when making the representation; (4) the defendant breached such duty; (5) the breach caused damage to the claimant: *Low Sing Khiang v LogicMills Learning Centre Pte Ltd and others* [2024] 3 SLR 759 at [30].

84 The claimant pleaded that: (1) as the defendant intended to, and did, personally receive the sum of S$50,000 as a result of making the Representations, it was at all material times factually foreseeable to the defendant that making the Representations, if false, might cause the claimant to suffer loss; (2) the defendant, as their maker, voluntarily assumed responsibility for the Representations vis-à-vis the claimant; (3) the relationship between the claimant and the defendant is and was at all material times sufficiently proximate for a duty of care to arise on the defendant's part; and (4) the defendant breached this duty of care by failing to ensure the truth of the Representations.[50]

85 While the elements of inducement, reliance, and damage have been made out (see [74] – [77] above), I am not persuaded that there was a false representation of fact or that she failed to ensure the truth of the Representations (see [78] – [81] above). In any case, it is not clear if the defendant owed the claimant a duty of care. The claimant has not elaborated in his submissions on the evidence upon which he relies for this assertion. The dealings between the

[50] SOC, [17].

parties in any event, were not, in my view, such as to give rise to a relationship of sufficient proximity for a duty of care to arise.

86 The claim in negligent representation therefore fails.

Conclusion

87 In the circumstances, I find that the defendant has been unjustly enriched at the claimant's expense. I order the defendant to pay the claimant the sum of $50,000 with interest at the rate of 5.33% per annum from the date of this judgment to the date of payment.

88 Unless parties can agree on costs, they are to file brief costs submissions, limited to 10 pages, within 2 weeks of the date of this judgment.

Sim Mei Ling
District Judge

Tay Jing En (Covenant Chambers LLC) for the claimant;
the defendant in person.